

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

V. ANNE TALTON,

Plaintiff,

V.

Civil Action No.
1:19-CV-02571-MHC

**AMERICAN FAMILY LIFE
INSURANCE COMPANY and
AMERICAN STANDARD INSURANCE
COMPANY OF WISCONSIN,**

Defendants.

DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

Pursuant to Fed. R. Civ. P. 56(c) and Local Rule 56.1, Defendants American Family Life Insurance Company and American Standard Insurance Company of Wisconsin (“Defendants”) hereby move this Court to GRANT its Motion for Summary Judgment on Plaintiff’s Breach of Contract claim.

This Motion is based upon the attached Memorandum of Law; the following declarations, with supporting exhibits:

- The Declaration of Brian Durst;
- The Declaration of Michael Marlin; and
- The Declaration of Michael Riggs.

It is also based on the following depositions, with supporting exhibits:

- the Deposition of Plaintiff V. Anne Talton.

The Motion is also based on the separate Statement of Undisputed Materials Facts, filed contemporaneously with this Motion, along with all other matters of which the Court may take judicial notice; the oral argument of counsel, if any; pleadings already on file with the Court; and all other evidence that may be presented in any hearing on this matter.

As set forth more fully in Defendants' supporting Memorandum of Law and Statement of Undisputed Material Facts, there is no dispute as to any genuine issue of material fact, and Defendants are entitled to judgment as a matter of law on Plaintiff's breach of contract claim.

Plaintiff's claim of breach of contract fails because Plaintiff failed to comply with her Agent Agreement and Defendants' Agent and Agent's Staff Code of Conduct and Business Ethics. Plaintiff engaged in dishonest, disloyal, unlawful conduct and practices prejudicial to Defendants. Accordingly, Defendants acted pursuant to its terms when they terminated her Agent Agreement.

Further, under the Agent Agreement, Defendants were able to terminate Plaintiff's Agent Agreement if they provided her with a notice of undesirable performance so long as they did not terminate her agreement within six months of that notice. Defendants issued Plaintiff with a notice of undesirable performance and

terminated the Agent Agreement approximately sixteen (16) months later. Plaintiff cannot establish that Defendants breached the agreement between the parties.

WHEREFORE, Defendants respectfully request that the Court grant their Motion for Summary Judgment, dismiss Plaintiff's Complaint with prejudice, grant to Defendants their reasonable costs and attorneys' fees, and any other such relief as the Court deems appropriate.

Respectfully submitted, this 28th day of September, 2020.

/s/ Rodney G. Moore

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